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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

STATE OF WISCONSIN  
WISCONSIN EMPLOYMENT RELATIONS COMMISSION  
Before the Arbitrator

In the Matter of Arbitration

between

Northwest United Educators

-and-

Amery School District,  
Amery, Wisconsin

EXPEDITED AWARD

Case 22

No. 39529

INT/ARB - 4603

Decision No. 25268-A

J.C. Fogelberg

Neutral Arbitrator

Representation -

For the Union:

Allen D. Manson, Executive Director, NUE

For the District:

Kenneth Cole, Assistant Executive Director, WASB

Statement of Jurisdiction -

On October 20, 1987, Northwest United Educators filed a petition with the Wisconsin Employment Relations Commission alleging that an impasse existed between the District and the instructional staff represented by NUE, relative to their Master Contract, and requesting the Commission to initiate arbitration pursuant to Sec. 111.70(4)(cm)6 of the Municipal Employment Relations Act. In accordance with that petition, the Commission appointed Raleigh Jones, a member of its staff, to conduct an

investigation concerning the status of the negotiations between the parties. Thereafter, on March 9, 1988, the parties submitted to the investigator their final offers, along with a stipulation on matters agreed upon, and the investigator in turn notified the Commission that the parties remained at impasse. Subsequently, on March 16, 1988 the Commission, having reviewed the matter, concluded that the parties were deadlocked and, pursuant to the applicable sections of the Act, ordered final and binding arbitration to resolve the impasse that existed between the parties. On March 28, 1988 the undersigned was notified of his appointment as the Neutral Arbitrator, and a hearing scheduled on May 12, 1988. During the course of proceedings on that date, the parties made a mutual request of the Arbitrator that an expedited award be issued.

Accordingly, the Arbitrator being fully satisfied that the following conforms to the statutory criteria set forth in 111.70(4)(cm)6, now issues:

EXPEDITED AWARD\*

1. Along with the stipulated matters previously agreed upon, all salary rates for bargaining unit members shall be increased by 4% for the 1987-88 school year, and another 4% for the 1988-89 school year.

2. The extracurricular salary schedule will be increased a gross sum of 4% for the 1987-88 school year, and by 5% for the 1988-89 school year.

3. The dollar amounts listed for the health and dental insurance (Article XI, parts E-1 and E-6) shall be amended to reflect an amount of \$219.90 for family coverage and \$85.36 for single health insurance for the 1987-88 school year; and \$35.32 for family and \$10.89 for single monthly dental insurance premiums covering the same period of time.

4. In addition, the remaining items concerning part 8 of Section E, Article XI, as proposed by the Association, as well as their proposals for the amendment to the voluntary early retirement language found in Article XV, and the faculty travel provisions found in Article XI-A, be adopted for the term of the Agreement. This language is set forth in detail in Appendix A attached.

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Respectfully submitted this 18th day of May, 1988.



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J. C. Fogelberg  
Neutral Arbitrator

\* Union's Final Offer Selected

## ARTICLE XI, Section E, Part 8

"The above dollar amounts in parts 1 and 6 will be changed, effective July 1, 1988, to reflect the actual dollar amounts of the full family and single premiums at that time; the District will pay the first 20 percent increase in these rates; should the rates increase by more than 20 percent the difference between a 20 percent increase in rates and the full rates shall be paid for by reducing the 1988-89 salary schedule on a percent per cell basis; this insurance offset on the basic salary schedule would be a permanent change in both the salary schedule and the insurance payments; the offset calculations will be based on the Amery staff in existence at the time that the calculations are made (estimated to be May and June of 1988) using the anticipated placement of the staff in 1988-89 (based on actual academic credits and longevity placement as of May and June, 1988) as well as the family, single, or no health insurance status of the employees at that time; the calculations will, dollar for dollar, pay for the increased cost of insurances above the first 20 percent amount to be paid by the District and shall utilize both the actual salary reductions (1988-89 salary schedule) and the accompanying reductions in all Employer payments to the Wisconsin Retirement System and the Employer's payments to FICA."

5. Amend Voluntary Early Retirement (Article XV) as follows:

In part A change "42.245(2)bm" to "40.02(42)(f)" and add "..., if retiring prior to 7/31/87, or under Wisconsin Statutes 40.05(2)(g) if retiring after 7/31/87."

In part D change "42.245(2)bm" to "40.02(42)(f)" and add "...prior to 7/31/87." at the end of the first sentence.

Add to the end of part D: "For those affected by 40.05(2)(g) contributions by the district the payment shall be in one amount, to be made by the district to the WRS prior to the official termination of the eligible retiring employee; this single payment shall be equal to the total amount, not including interest, which the WRS would have required to be paid if 40.02(42)(f) were still in effect, unless the WRS penalty for early retirement for those between 62 and 65 which existed on 6/30/87 is reduced by legislative action in which case the above amount of money to be paid by the District shall be reduced in direct proportion to the reduction in the penalty as it applies in each individual case."

The District shall have the option of paying either the single amount, excluding interest, to the WRS prior to the employee retiring, or one-third, excluding interest, to the WRS prior to the employee retiring and two other payments, including interest, consistent with Statute 40.02 (42)(f) and related WRS procedures, to be made at one-year intervals to a qualified tax-deferred annuity plan selected by the teacher and approved by the District."

6. Faculty Travel (Article Article XI - A):

Change to read - "Car travel in the District shall be reimbursed at the latest IRS rate, unless the individual teacher exercises the option to be paid on the rate below (such option may annually be exercised in writing, to the Superintendent's office, prior to the first school day of the year). Travel outside of the District must have prior administrative approval.

The optional rate shall be 24¢ per mile during the term of the 1987-89 contract."